

THE OFFICE ACTION

In the Office Action mailed June 16, 2005, claims 1-17 stand provisionally rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claims 1-15 of co-pending Application No. 10/736405.

Claims 1-5, 7, 8, 10, 11 and 17 stand rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 6,130,174 issued to Hawley et al. (Hawley) in view of U.S. Application No. 2005/0112314 filed by Hamilton et al. (Hamilton), and U.S. Patent No. 4,738,888 issued to Pantaleo et al. (Pantaleo).

Claim 6 stands rejected under 35 U.S.C. §103(a) as being unpatentable over Hawley, Hamilton, and Pantaleo as applied to claim 1, and further in view of U.S. Patent No. 5,874,371 issued to Owen.

Claim 9 stands rejected under 35 U.S.C. §103(a) as being unpatentable over Hawley, Hamilton, and Pantaleo as applied to claim 1, and further in view of U.S. Application No. 2003/0036323 filed by Aliabadi.

Claims 12-16 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Hawley in view of Hamilton, Pantaleo, and U.S. Application No. 2002/0094404 filed by Schottenfeld.

REMARKS

Double Patenting

Accompanying this response is a Terminal Disclaimer in compliance with 37 CFR § 1.321(c) to overcome the double patenting rejection of Claims 1 through 17. The conflicting co-pending application, United States Serial No. 10/736405, and the present application, serial number 10/736404, are both assigned to the same entity and are commonly owned.

In view of the filing of the Terminal Disclaimer and the common ownership of the cited co-pending application and the present application, the withdrawal of the rejection of Claims 1 through 17 is respectfully requested.

Claims are Patentable over Hawley in View of Hamilton and Pantaleo

With reference to the rejection of claims 1-5, 7, 8, 10, 11 and 17, Hamilton is cited in the Office Action mailed June 16, 2005 as disclosing a high bond strength, repositionable adherent sheet which material can be used in shelves. Applicant

respectfully points out, however, that the adherent sheet material disclosed by Hamilton is not repositionable in the same sense as the embossed film as set forth in claim 1 of the present application. As described in paragraphs 35 and 36 of Hamilton, the term “selectively-activatable” [sic] is used to refer to materials which exhibit substantially non-adherent properties when brought into contact with target surfaces until some action is taken by any user to activate the material's adhesive properties. As described in paragraph 36, the selective activation allows the user to properly position the sheet material upon a target surface before activation and adhesion are accomplished. As further described in paragraph 36, the selective activation process can be temporary in the sense that minimal contact occurs between adhered non-raised regions and a contact surface for evaluation of the sheet materials position without significant loss of adhesive capability if the sheet is removed for repositioning. Hamilton does not teach or suggest that the sheet is removable in any other sense beyond temporary positioning for evaluation. In other words, Hamilton does not teach that the adherent sheet may be repositioned after final application.

It is additionally stated in the Office Action that the sheet material of Hamilton can be embossed on the front surface with reference to paragraphs 30, 72 and 73. However, Hamilton seems to only teach or disclose embossing of the flexible film sheet (20) for the purpose of producing non-adhesive protrusions (26). For example, with reference to Figure 1 and paragraph 33, Hamilton discloses that the adherent sheet material includes a piece of flexible foam sheet (20) having an operational front face (22) and three-dimensional protrusions (26) extending outwardly from the front face (22), and adhesive non-raised regions (28) located between the protrusions (26). The flexible film sheet described by Hamilton does not correspond to the vinyl film or clear polypropylene protective layer as recited in claim 1 of the present application.

As shown in Figure 3 of Hamilton, the protrusions embossed into the flexible film sheet only serve to prevent premature contact between the adhesive region (12) and the target surface (50) to which the adhesive sheet is being applied. With reference to Figure 4 of Hamilton, and paragraphs 59 through 60, it is the substrate (40) which is laminated by an adhesive to the flexible film (20) of Hamilton that corresponds more appropriately to the vinyl film and clear polypropylene protective

layer of the present application.

Further, Hamilton does not teach or disclose any embossing process for the substrate 40. Rather, with reference to Figures 9–11, paragraphs 72–75 of Hamilton describe a method or procedure of embossing the film sheet (20). Paragraph 74 describes the film sheet being introduced into a nip region where it is permanently and mechanically deformed by matching sets of embossing drums. A substrate (40), however, as described in paragraph 76, is bonded to the film sheet while the film sheet is still integrally connected with the female embossing drum (64). However, particularly with reference to dependent claim 2, this is after the film sheet has passed through the nip region between the matching set of embossing drums, and the embossing has occurred before application of the substrate, unlike the limitation recited in claim 2. Hamilton does not disclose any embossing of the substrate 40 which, as mentioned above, corresponds more appropriately to the vinyl film and clear polypropylene protective layer of the present application.

Applicant respectfully submits for the foregoing reasons that Hamilton cannot be properly combined with Hawley to arrive at the embossed, removable, non-slip, non-adhesive covering as recited in claim 1 of the present application. Further, there is no motivation to combine Hamilton with Hawley since Hamilton teaches an adherent sheet as opposed to a non-adhesive covering, and Hamilton does not add any teachings to Hawley that are relevant to the limitations recited in claim 1 of the present application. Further, Hawley does not teach or suggest an embossed top surface or covering as recited in independent claim 1, as amended, but to the contrary, teaches away from an embossed surface by describing only a smooth top layer in col. 3, lines 5-12, and by including a limitation for a generally flat vinyl plastic sheet in each of independent claims 1 and 5. Neither does Hawley teach the clear polypropylene protective layer as also recited in claim 1.

The present Office Action also cites Pantaleo as disclosing a serving mat that includes a pair of superimposed sheets sealed to each other. The Office Action additionally states that the upper sheet is transparent with reference to column 1, lines 30-33 of Pantaleo, and that the placemat has an additional lower layer of a non-slip material with reference to column 2, lines 59-64 of Pantaleo. The Office Action further states that it would have been obvious to use the clear polypropylene upper sheet of Pantaleo on the laminate of Hawley motivated by a desire to create a

laminate that has a desired aesthetic appearance. Applicant respectfully submits, however, that the upper sheet of Pantaleo as shown in Figures 1 and 2 is not analogous to the clear polypropylene protective layer as recited in claim 1 of the present application. For example, as shown in Figure 2, the upper sheet (12) is only heat sealed around the periphery (15) to the lower sheet (14) and not elsewhere. In fact, the purpose of providing an upper sheet and a lower sheet in Pantaleo is to provide a sealed chamber (16) for encasing a liquid (18).

The purpose of the liquid medium as described in column 1, lines 35-42 is for suspension of discrete particles in the fluid medium which are to be movable within the chamber by manipulation of the liquid medium through contact with the plastic sheets. Applicant respectfully submits that the purpose of the transparent upper sheet of Pantaleo is significantly different than the clear polypropylene protective layer recited in claim 1 of the present application. While the clear upper sheet of Pantaleo serves to seal liquid in a chamber, the clear polypropylene protective layer of the present application is adhered to the vinyl film for the purpose of protecting the color finish and is recited as a protective layer for this reason. There is, therefore, no motivation for combining the clear upper sheet of Pantaleo with the teachings of either Hawley or Hamilton to arrive at the features recited in claim 1.

For the above-described reasons, Applicant submits that independent claims 1 and 17 are patentably distinct over the references and, therefore, are in condition for allowance, as are claims 2-11 depending from claim 1.

Claims are Patentable over Hawley in View of Hamilton, Pantaleo and Owen

With reference to claim 6, the Office Action asserts that Hawley, Hamilton and Pantaleo disclose the claimed invention except for the teachings that the scrim is a non-woven scrim. However, for the reasons set forth with respect to independent claim 1, as amended, from which claim 6 depends, Applicant respectfully submits that dependent claims 6 is in condition for allowance.

Claims are Patentable over Hawley in View of Hamilton, Pantaleo and Aliabadi

With reference to claim 9, the Office Action asserts that Hawley, Hamilton and Pantaleo disclose the claimed invention except for the teachings that the scrim is a polyester scrim. The Office Action further states that Aliabadi discloses a layer of polyester mesh fabric between layers of polyvinyl chloride. However, none of the

other limitations set forth in dependent claim 9 are taught or disclosed in any of Hawley, Hamilton, Pantaleo and Aliabadi. For example, claim 9 includes a limitation for a non-woven nylon scrim and a punctured polyolefin film, none of which are disclosed in any of the above-cited references.

Claims are Patentable over Hawley in View of Hamilton, Pantaleo and Schottenfeld

Independent claim 12 and claims 13-16 depending therefrom are rejected for reasons similar to those stated in the Office Action for rejecting independent claim 1 but, additionally, the Office Action cites Schottenfeld as disclosing a release layer added to the liner. However, for the same reasons as set forth with respect to claim 1 above, namely, with respect to the remaining three limitations of independent claim 12 which are similar to those recited in claim 1, independent claim 12, and claims 13-16 depending therefrom are patentably distinct over the cited references.

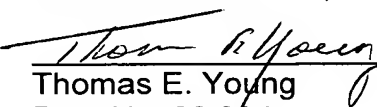
CONCLUSION

For the reasons detailed above, it is respectfully submitted all claims remaining in the application (Claims 1-17) are now in condition for allowance. Should the Examiner need more information or wish to discuss the present application, Applicant would appreciate the opportunity to assist in moving the case forward to a successful conclusion. In this regard, Thomas Young may be contacted at 216-861-5582.

Respectfully submitted,

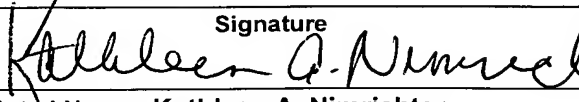
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September 15, 2005
Date


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CERTIFICATE OF MAILING

Under 37 C.F.R. § 1.8, I certify that this Amendment is being deposited with the United States Postal Service as First Class mail, addressed to: MAIL STOP AMENDMENT, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date indicated below.

	Signature 
Date: September 15, 2005	Printed Name: Kathleen A. Nimrichter

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